

1 Joseph Pham
2 2855 Senter Rd., Space 102
3 San Jose, CA 95111
4 (408) 644-6939
5 Plaintiff, In Pro Se.

FILED

AUG 07 2012

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

11 Joseph Pham, pro se

CASE NO.:

CV 12-04140

12 Plaintiff,

FCRA AND FDCPA COMPLAINT.

13 v.

DEMAND FOR JURY TRIAL.

16 NCB Management Services Inc.

18 Defendant.

HRL

COMPLAINT

- 23 1. This is an action for damages brought from violations of the Fair Credit Reporting
24 Act (FCRA) 15 U.S.C. §1681 *et seq* and the Fair Debt Collection Practices Act
25 (FDCPA) 15 U.S.C. § 1692(e)(2), 1692f, 1692(f)(1) and 15 U.S.C. §2042g(b).

PARTIES

- 27 2. Plaintiff, Joseph Pham, is a natural person and is a resident of the State of
28 California.

- 1 3. Upon information and belief, Defendant, NCB Management Services Inc. is a debt
2 collector as that term is defined by *Cal. Civ. Code §1788.2(c)*. NCB Management
3 Services Inc. illegally harasses and pulls credit report from various innocent
4 consumers without a permissible purpose.

5 **PRELIMINARY STATEMENT**

- 6 4. This is an action for damages and injunctive relief brought by Plaintiff against
7 Defendant for violations of the Fair Debt Collection Practices Act (FDCPA) 15
8 U.S.C. § 1692f, Fair Debt Collection Practices Act (FDCPA) 15 USC § 1692f(1)
9 and 15 U.S.C. §2042g(b).
10 5. Upon belief and information, Plaintiff contends that many of these practices are
11 widespread for the Defendant. Plaintiff intends to propound discovery to
12 Defendant identifying these other individuals who have suffered similar violations.
13 6. Plaintiff contends that the Defendant has violated such laws by repeatedly
14 harassing Plaintiff in attempts to collect an alleged debt which does not belong to
15 Plaintiff.

16 **JURISDICTION**

- 17 7. The jurisdiction of this Court is conferred by 15 U.S.C. §1681p and supplemental
18 jurisdiction exists for the state law claims pursuant to 28 U.S.C. §1367.
19 8. Venue is proper pursuant to 28 U.S.C. §1391b. Venue in this District is proper in
20 that the Plaintiff resides here, the Defendant transacts business here, and the
21 conduct complained of occurred here.

22 **FACTUAL ALLEGATIONS**

- 23 1. On February 3, 2012, Defendant sent Plaintiff a notice to collect a debt from
24 Plaintiff. Plaintiff has no knowledge of Defendant.
25 2. On or about May 21st, 2012, Plaintiff pulled his credit report and discovered that on
26 February 2nd, 2012, Defendant pulled Plaintiff's credit report from TransUnion
27 without permissible purpose. See Exhibit P1.
28 3. On or about June 28th, 2012, Plaintiff sent a Request for Validation of Debt by
Certified Mail, allowing Defendant an opportunity to cure, giving Defendant until
July 10th, 2012.

4. Defendant never lent any money to Plaintiff and Plaintiff believes there is no evidence to the contrary.
5. Plaintiff never signed a Note or Contract, exhibiting all the necessary requirements of a contract by operation of law for the debt allegedly owed to the Defendant and Plaintiff believes there is no evidence to the contrary.
6. Defendant has failed to disclose origin of any loan or money lent and Plaintiff believes there is no evidence to the contrary.
7. Defendant has failed to disclose history or provenance of any loan or money lent and Plaintiff believes there is no evidence to the contrary.
8. Defendant has never produced evidence that they loaned United States Dollars as required by Federal Law and United States Treasury Regulations. This failure or omission or even negligent behavior is an illegal act, **a felony**. Plaintiff never saw any money and is unaware of any contract for loan proceeds that exists between Plaintiff and Defendant and Plaintiff believes there is no evidence to the contrary.

COUNT I

VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681

WILLFUL NON-COMPLIANCE BY DEFENDANT

9. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
10. NCB Management Services Inc is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.
11. NCB Management Services Inc willfully violated the FCRA. Defendant's violations include, but are not limited to, the following:
 - (a) NCB Management Services Inc willfully violated 15 U.S.C. §1681b(f) by obtaining Plaintiff's consumer report without a permissible purpose as defined by 15 U.S.C. §1681b.

1 WHEREFORE, Plaintiff demands judgment for damages in the amount of \$1,000 against
2 the Defendant for actual or statutory damages, and punitive damages, attorney's fees and
3 costs, pursuant to 15 U.S.C. §1681n.

4
5 **COUNT II**

6
7 **VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681**
8 **NEGLIGENT NON-COMPLIANCE BY DEFENDANT**
9

10 12. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

11
12 13. Defendant is a furnisher of information within the meaning of the
13 FCRA, 15 U.S.C. §1681s-2.

14 14. Defendant negligently violated the FCRA. Defendant's violations include, but are
15 not limited to, the following:

16 (a) NCB Management Services Inc negligently violated 15 U.S.C. §1681b(f)
17 by obtaining Plaintiff's consumer report without a permissible purpose as defined
18 by 15 U.S.C. §1681b.

19
20
21 WHEREFORE, Plaintiff demands judgment for damages in the amount of \$1,000 against
22 Defendant for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. 1681o.
23

24
25 **COUNT III**

26 **VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA),**
27 **15 U.S.C. §1692 BY DEFENDANT.**
28

1 15. Plaintiff alleges and incorporates the information in paragraphs 1 through 17.

2 16. Plaintiff is a consumer within the meaning of the FDCPA, 15 U.S.C. §1692a(3)

3 17. Defendant is a debt collector within the meaning of the FDCPA, 15 U.S.C.

4 §1692a(6).

5 18. Defendant violated the FDCPA. Defendant's violations include, but are not limited
6 to, the following:

7 (a) Defendant violated 15 U.S.C. §1692e(2) by falsifying the character, amount
8 and legal status of the alleged debt.

9 (b) Defendant violated 15 U.S.C. §1692f by conducting an unfair and
10 unconscionable means to collect or attempt to collect the alleged debt that does
11 not belong to consumer. Thereby Defendant defrauded the court and Plaintiff.

12 (c) Defendant violated 15 U.S.C. §1692f(1) by the collection of any amount
13 (including any interest, fee, charge, or expense incidental to the principal
14 obligation) unless such amount is expressly authorized by the agreement
15 creating the debt or permitted by law.

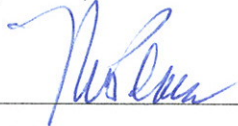
16 (d) Defendant continued collection activity after receiving notice of dispute, and
17 failed to provide written validation of debt before resuming collection activities,
18 in violation of 15 U.S.C. §2042g(b).

19 **WHEREFORE**, Plaintiff demands judgment for damages against the Defendant, for
20 statutory damages, punitive damages, actual damages that would include any adverse
21 ruling in state court, and attorney's fees and costs, pursuant to 15 U.S.C. § 1692.

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

24 Respectfully submitted this ____ day of ____, 2012

25 

26 Joseph Pham

27 2855 Senter Rd., Space 102

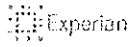
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Exhibit P1:

JOSEPH AN PHAM
Report As Of: 8/15/2012



Credit Inquiries

Here you will find the names of those who have obtained a copy of your credit report, including lenders, landlords and employers. Remember, inquiries remain on your report for up to 2 years.

NCB MGMT		Experian	Equifax	TransUnion
	<i>Business Name</i>			NCB MGMT
	<i>Inquiry Date</i>			2/12/2012
	<i>Business Type</i>			Collection Services
215-244-4200				
1 ALLIED DR				
TREVORE, PA 19053				